

**Residential Lease**

This is a legally binding contract between the parties described below.

Landlord(s):

(Hereinafter may be collectively referred to as "Lessor")

Tenant(s):

(Hereinafter may be collectively referred to as "Lessee")

Below are the Terms and Conditions of this contract. All dates are assumed to be in the format of Month-Day-Year unless otherwise specified.

**Terms and Conditions****1. Premises:**

A. The premises is located at:

(Hereinafter may be referred to as "Premises")

B. Lessor agrees to lease to Lessee and Lessee agrees to lease from Lessor, the Premises described above, for the sole purpose as a private residence.

C. Transferring possession of the Premises to Lessee is defined by the delivery of the key(s) for the premises. When possession is transferred back to Lessor, all occupants must move out of the Premises.

D. If key(s) are lost, Lessee shall promptly notify Lessor. Lessee shall be responsible for key replacement fees.

**2. Tenancy:**

A. Term of Tenancy:

The lease shall commence on:

(hereinafter may be referred to as "Start Date")

Lessee shall not take possession of Premises before the Start Date.

B. Type of Tenancy:

Month-to-Month Tenancy; either party may terminate the tenancy by notifying the other, at least thirty days prior to termination.

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35 3. **Rent:**

36 A. The term "Dollar" hereinafter refers to the "United States Dollar" currency.

37 B. Lessee agrees to pay to Lessor:

38 \_\_\_\_\_ DOLLARS (\$ \_\_, \_\_ \_\_.00)

39 (Hereinafter may be referred to as "Rent") per calendar month, in advance, on or before the

40 \_\_\_\_\_ day of each month; payments after this day shall be considered late.

41 C. Default method of payment is cash. Other payment methods may be accepted on a case by case  
42 basis.

## 43 D. Late Payments and Fees:

44 I. A Fifty Dollar late fee shall be added to rent for the first day late; a Ten Dollar late fee shall  
45 be added to rent for each additional day late.46 II. If Rent is not paid in full, including all fees, by the fifth day after the due date, Lessor may  
47 unilaterally terminate the lease immediately by issuing a termination notice.48 III. If any payment becomes declined by any financial institution(s) for any reason  
49 (Example: a bounced check), a fee of Thirty Five Dollars shall be added to rent. In addition,  
50 Rent will be treated as unpaid, and late fee provisions shall apply.51 4. **Security Deposit:**

52 A. Lessee shall deposit, the amount described in Article 25 of this lease, as security deposit.

53 B. The security deposit shall secure compliance with the Terms and Conditions of this lease.

54 C. Security deposit shall be returned to Lessee within 30 days after the possession of the Premises  
55 is returned to Lessor, minus the any amount of money Lessee owes to Lessor, such as the  
56 following:

- 57 • Unpaid Rent.
- 
- 58 • Damage repair costs.
- 
- 59 • Cleaning costs.
- 
- 60 • Key replacement costs.
- 
- 61 • Any other amount allowed by this lease and/or any other amount permitted by law.

62 D. If Lessee violates this lease, including the failure to pay rent, Lessee forfeits any and all rights  
63 to the security deposit; and that forfeited security deposit shall not be credited towards any  
64 judgment awarded to Lessor.65 5. **Utilities:**66 A. Lessee agrees to pay for all utilities/services based upon the occupancy of the Premises  
67 including, but not limited to, water, electricity, and gas, including those registered under  
68 Lessor's name.69 B. Lessor is not responsible for utility shutdowns that are due to Lessee's failure to pay the utility  
70 bill, or shutdowns due to any reasons not solely and directly caused by Lessor.71 6. **Occupants:**72 A. Only the Lessee(s) who signed this lease, and the following individuals, are are allowed to  
73 reside in the Premises:74 \_\_\_\_\_  
75 \_\_\_\_\_  
76 All other persons may not occupy the Premises over a total of 48 hours within a 30 day period,  
77 or over a total of 168 hours within a 12 month period. Violation of this provision is grounds for  
78 eviction.79 7. **Condition of Premises:**\_\_\_\_\_  
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- 80 A. Lessee acknowledge that Lessee has examined the entire Premises and that they are, at the time  
81 of signing this lease, in good, safe, clean, and habitable condition.
- 82 **8. Maintenance & Alterations:**
- 83 A. Lessee shall, at Lessee's sole expense, maintain the Premises and all appliances in good and  
84 sanitary condition for the duration of this tenancy. Lessee shall refrain from placing any object  
85 that can obstruct any plumbing systems, in or near any toilets, or drains.
- 86 B. Lessee agrees to promptly notify Lessor in the event of any damage, defect or destruction of the  
87 Premises, or the failure of any of Lessor's appliances or plumbing systems.
- 88 C. Lessee is responsible for maintenance of the following:
- 89 • Changes of light bulbs.
- 90 • Changes of batteries for smoke alarms and carbon monoxide alarms.
- 91 • Any and all types of pest control.
- 92 • Damages caused by Lessee, occupants, or Lessee's invitees.
- 93 D. Lessee agrees that no signs shall be placed on or around the Premises by Lessee, no painting  
94 shall be done on or around the Premises by Lessee, and no alterations to the Premises of any  
95 type shall be done on or around the Premises by Lessee, without the prior written consent of  
96 Lessor.
- 97 **9. Prohibited Materials:**
- 98 A. Any type of material that could be hazardous to the Premises or any person, including any type  
99 of fire hazard, bio-hazard, explosives, or any other types of hazardous materials, are prohibited  
100 on or around the Premises.
- 101 B. Any liquid container containing more than ten gallons of liquid is prohibited.
- 102 **10. Use of Premises:**
- 103 A. The Premises is for lawful use only. The Premises shall not be used for illegal purposes. If the  
104 Premises have been used to commit a crime, Lessor may unilaterally terminate this lease  
105 immediately and sue for eviction immediately. If Lessee or occupants commit any crime, Lessor  
106 may unilaterally terminate this lease immediately and sue for eviction immediately.
- 107 **11. Right of Entry:**
- 108 A. Lessor, Lessor's agents/employees/contractors shall have the right at all reasonable times during  
109 the term of the tenancy and any renewal of the tenancy to enter the Premises upon a twenty-four  
110 hour notice.
- 111 **12. Indemnification:**
- 112 A. Lessor shall not be liable for any damage or injury occurring on the Premises, unless Lessor is  
113 solely and directly responsible for such incident.
- 114 **13. Sublease:**
- 115 A. Lessee shall not sublease the Premises, or any part thereof.
- 116 **14. Waiver of Notice:**
- 117 A. By signing this contract, Lessee hereby irrevocably waives the right to an eviction notice and  
118 Lessor may sue for eviction immediately.
- 119 **15. Waiver of Trial by Jury:**
- 120 A. By signing this contract, each party hereby irrevocably waives its rights to trial by jury in any  
121 action or proceeding arising out of this agreement or the transactions relating to its subject  
122 matter.
- 123 **16. Termination:**
- 124 A. Lessor may unilaterally terminate this lease before the End Date if Lessee, occupants, or  
125 Lessee's invitees violate this lease.

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- 126 B. Lessee may terminate this lease before the End Date in a fixed-term tenancy, if Lessor agrees to  
127 such termination; a separate agreement must be signed. Lessee shall pay Lessor an "Early  
128 Termination Fee"; this fee is equivalent to one month of rent; this does not waive Lessee's other  
129 obligations such as unpaid rent, and etc. If lease is terminated by Lessor due to a violation of  
130 lease, including the failure to pay rent, Lessee shall be treated as if Lessee terminated the lease  
131 early and therefore shall pay Lessor the Early Termination Fee as described above.
- 132 C. If the tenancy is, or becomes, a Month-to-Month Tenancy, by the day of the termination, either  
133 party may terminate the tenancy by notifying the other, at least thirty days prior to termination.
- 134 D. Lessee shall return possession of the Premises to Lessor by noon (12:00 PM) of the termination  
135 date.
- 136 **17. Abandonment:**
- 137 A. If Lessee does not pay rent, and if the Premises seems to have been vacated, then the Premises  
138 shall be considered abandoned; Lessor may immediately take possession of the Premises.
- 139 **18. Holdover:**
- 140 A. If Lessee remain in possession of the Premises with the consent of Lessor after the End Date of  
141 the term of this lease, a new month-to-month tenancy shall be created which shall be subject to  
142 all the terms and conditions of this lease, but shall be terminable by a thirty-day notice by either  
143 party or longer notice if required by law. If Lessee holds over without Lessor's consent, Lessor  
144 is entitled to double rent, prorated per each day of the holdover, lasting until Lessee leaves the  
145 Premises.
- 146 **19. Insurance:**
- 147 A. Lessee acknowledges that Lessor will not provide insurance coverage for Lessee's property, nor  
148 shall Lessor be responsible for any loss of Lessee's property, whether by theft, fire, epidemics,  
149 pandemics, acts of nature, force majeure, or otherwise. Lessee agrees to be insured by renter's  
150 insurance at all times.
- 151 **20. Inventory:**
- 152 A. The following items belongs to Lessor and are provided for Lessee's use for the duration of the  
153 tenancy:  
154 Heater, Water Heater, Stove,
- 155 **21. Keys:**
- 156 A. Lessee acknowledge the receipt of the keys described below.  
157 Amount of keys that open the front door: \_\_\_\_\_  
158 Amount of keys that open the back door: \_\_\_\_\_
- 159 B. Lessee shall return the same amount of keys, and that the keys must be able to unlock their  
160 respective doors.
- 161 **22. Additional Terms:**
- 162 A. **Snow Removal.** Lessee is responsible for removal of snow, promptly, from walkways and other  
163 areas required by law or other government regulations, within 6 hours, or less, if required by  
164 law or other government regulations.
- 165 B. **Lawn Maintenance.** Lessee is responsible to maintain grass height no more than ten inches, or  
166 less, if required by law or other government regulations.
- 167 C. **Penalties.** Lessee is responsible for paying any and all fines that results due to the failure of  
168 snow removal or the failure of grass maintenance.
- 169 D. **No Pets.** Lessee, occupants, and Lessee's invitees, shall not bring any types of animals on the  
170 Premises.

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171 E. **No Smoking.** Lessee, occupants, and Lessee's invitees, shall not use tobacco products,  
172 cigarettes, electronic-cigarettes, cannabis or its derivatives, or any products that produce toxic  
173 fumes, on or within ten feet of the Premises.

174 F. **No Firearms.** Lessee, occupants, and Lessee's invitees shall not carry, or otherwise hold  
175 possession to, any firearms, while on the Premises, or anywhere on the property lot; nor shall  
176 any firearms be stored on the Premises, or anywhere on the property lot.

177 **23. No Waiver:**

178 A. A waiver by Lessor for a breach of any covenant or duty by Lessee, under this lease is not a  
179 waiver for a breach of any other covenant or duty by Lessee, or of any subsequent breach of the  
180 same covenant or duty. No provision of this lease shall be considered waived unless such a  
181 waiver shall be expressed in writing as a formal amendment to this lease and executed by  
182 Lessee and Lessor.

183 **24. Modification of Terms:**

184 A. If the tenancy is, or becomes, a Month-to-Month tenancy, by the effective date of the modified  
185 terms, Lessor may modify the terms and conditions of this lease, including the raise of Rent, by  
186 notifying Lessee of such modifications at least thirty days prior to the effective date of the  
187 modified term. If Lessee does not accept the terms and conditions of the modified version,  
188 Lessee shall return possession of the premises before such terms and conditions become  
189 effective.

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191 **25. Payments:**

192 A. The payments that are due upon signing this lease are listed below:

193 Prepaid Rent:

194 \_\_\_\_\_ DOLLARS (\$ \_\_, \_\_ \_\_ \_\_.00)

195 Last Month Rent:

196 \_\_\_\_\_ DOLLARS (\$ \_\_, \_\_ \_\_ \_\_.00)

197 Security Deposit:

198 \_\_\_\_\_ DOLLARS (\$ \_\_, \_\_ \_\_ \_\_.00)

199 For a Total of:

200 \_\_\_\_\_ DOLLARS (\$ \_\_, \_\_ \_\_ \_\_.00)

201 **26. Jointly and Severally:**

202 A. Each Lessee is jointly and severally liable for all obligations in this contract.

203 **27. Severability:**204 A. If this contract, or any part thereof, becomes unenforceable for any reason, the remainder of this  
205 contract shall continue to be valid and effective.206 **28. Entire Agreement:**207 A. This contract represents the entire Terms and Conditions of the tenancy. No oral agreement has  
208 been entered into and all modifications must be in writing. This contract shall invalidate any  
209 previous agreements (any agreements made before the signature date of this contract) regarding  
210 the Premises once this lease commences.211 **29. Receipt of Agreement:**212 A. Lessee acknowledge to have read and understood this entire contract and receipt of a copy of  
213 this contract.214 **---Signatures---**

215 The parties signed below hereby agrees to enter into this contract.

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221

222 Lessee (Tenant) Name(s) (Print)

Lessee (Tenant) Signature(s)

Date of Signature(s)

223

224

225

226

227 Lessee (Tenant) Name(s) (Print)

Lessee (Tenant) Signature(s)

Date of Signature(s)

228

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